

EXHIBIT B

Exhibit "D"
Form of Affidavit

STATE FARM MUTUAL AUTOMOBILE INSURANCE
COMPANY, STATE FARM INDEMNITY COMPANY
STATE FARM GUARANTY INSURANCE COMPANY
and STATE FARM FIRE AND CASUALTY COMPANY,

Plaintiffs,

-against-

OCEANA CHIROPRACTIC, P.C.,

Defendant.

**AFFIDAVIT OF
ALEKSANDR MOSTOVLOY**

STATE OF NEW YORK)
: ss.:
COUNTY OF _____)

ALEKSANDR MOSTOVLOY, being duly sworn, deposes and says:

1. I am the owner of Oceana Chiropractic, P.C. ("Oceana"), the named Defendant in this caption proceeding, and I have personal knowledge of the facts about which I will testify.
2. Several years ago, while looking for an office space to rent for my chiropractic practice, I met Simon Davydov ("Davydov"), who offered me a turnkey chiropractic practice solution that centered on generating revenue from receiving reimbursements from no-fault insurance carriers.
3. The turnkey chiropractic practice involved subleasing office space located at 218-02 to 218-08 Hempstead Avenue, Queens Village NY ("Hempstead Clinic").
4. I subleased a portion of the Hempstead Clinic from a doctor named Michael Jacobi, M.D., ("Jacobi") who himself had operated his medical practice Epione Medical, P.C. ("Epione") at the Hempstead Clinic.

5. Also, as part of that turnkey chiropractic practice, Davydov, who is not a licensed medical professional, offered to provide me patient referrals, practice management, record keeping, website creation and maintenance, and billing and collections services.

6. Other than my practice and Jacobi's practice (e.g., Epione), the Hempstead Clinic also hosted NYC Sports Acupuncture, P.C.

7. The administrative staff at the Hempstead Clinic, who were controlled by Davydov and his spouse Stella Raytsin, directed new patients to be treated by all three (3) practices located at the Hempstead Clinic.

8. After my then-company, APAK Chiropractic P.C. ("Apak"), was sued by the Government Employees Insurance Company ("GEICO"), I formed Oceana and began to operate my chiropractic practice under Oceana. At or about the same time, NYC Medical Treatments, P.C. replaced Epione and Rehab Acupuncture, P.C. replaced NYC Sports Acupuncture, P.C. at the Hempstead Clinic.

9. Throughout my tenure at the Hempstead Clinic, Davydov, through the entities owned or controlled by him and his family members ("Davydov Entities"), controlled the billing sent on behalf of my companies, along with the payments from carriers. My involvement was limited to a cursory review of the outgoing bills generated by one of Davydov's companies.

10. While operating my practice from the Hempstead Clinic, I was fraudulently induced into retaining services from the Davydov Entities, by entering into service agreements with the Davydov Entities.

11. The Davydov Entities were supposed to provide such services to Oceana as client referral, marketing service, billing, and business consulting. These fees for these purported services exceeded \$20,000 per month.

12. In 2020, I discovered Davydov and his family members, through the Davydov Entities, received and kept most of the billing reimbursements attributed to Apak and Oceana, by illegally prioritizing the billing for Jacobi at the expense and financial detriment of my companies.

13. Davydov and his family members were charging Oceana the outrageous fees for the services that were never rendered. Other than providing new patients who were involved in automobile accidents to Oceana, which were shared with NYC Medical Treatments, P.C. and Rehab Acupuncture, P.C., the Davydov Entities failed to provide the vast majority of services they charged for. For example, the Davydov Entities failed to provide website development and marketing services in which my professional corporations paid exorbitant fees on. My discovery made me understand that Davydov and his family charged these outrageous fees in order to obtain the majority of the billing reimbursement from insurance carriers made payable to my companies, Apak and Oceana.

14. When I confronted Davydov, he threatened me with physical injury and demanded I not return to the Hempstead Clinic or I would face physical injury.

15. Even though I had a sublease agreement with NYC Medical Treatments to have access to the space at the Hempstead Clinic, on the following day, I was locked out of the Hempstead Clinic and, by extension, to the offices where my practice is located, thereby losing access to my patients and to their medical charts, files, and billing information.

16. I was also locked out of the chiropractic practice management and billing software licensed from Davydov, whereby losing access to my patients' contact information and to their electronic medical charts, files, and billing information.

17. I now realize the sublease agreement, purportedly with Dr. Jacobi's company, was not legitimate as Davydov locked me out for not complying with his requirements. I also now

realize Davydov controlled the professional corporations operating at the Hempstead Clinic because as soon as I objected to structure put in place by Davydov, including paying the outrageous fees for non-existent services, I was locked out from my practice.

18. It is my understanding Davydov has been arranging for arbitrations to be filed and settled on behalf of my practices without my knowledge or consent and upon information and belief Davydov or his entities is currently holding funds collected.

19. I declare, under penalty of perjury, that the foregoing statements and facts are true and correct. 

ALEKSANDR MOSTOVOV

**State of New York } ss.:
County of Queens**

On this, the 14 day of April 2022, before me a notary public, the undersigned officer, personally appeared **ALEKSANDR MOSTOVVOY** known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

~~NOTARY PUBLIC~~

